- (a) The (Name of Contractor) agrees to and does hereby grant to the Government, and to its officers, agents and employees acting within the scope of their official duties, (i) a royalty-free, nonexclusive and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others within the Government so to do for official purposes, all copyrightable material first produced or composed and delivered to the Government under this contract by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material: and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Contractor in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent the Contractor now has, or prior to completion or final settlement of the contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- (b) The Contractor agrees that it will exert all reasonable effort to advise the CIA, at the time of delivering any copyrightable or copyright work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of pravacy therein contained.

(c) The Contractor agrees to report to the CIA, promptly and in reasonable written detail, any notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this contract.

- (d) The Contractor agrees to indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, for (i) violation of proprietary rights, copyright or right of privacy, arising out of the reproduction, use or disposition of any copyrighted or copyrightable material furnished under this contract, or (ii) based upon any libelous or other unlawful matter contained in said material.
- (e) The material which is the subject of this agreement is for purposes related to the national security and the overall nature of this use is confidential. Therefore, the fact that it is being so utilized shall not be disclosed by the Contractor in any manner. Such use shall not be the subject of advertising by the Contractor, nor shall use constitute an endorsement of the product by the Covernment.